



CUSTOMER INFORMATION

According to § 312d para. 2 BGB in connection with Art. 246b § 2 para. 1 in connection with § 1 para. 1 EGBGB and § 312i para. 1 BGB in connection with Art. 246 c EGBGB (Introductory Act to the German Civil Code), the following information shall be made available to the consumer on a permanent data carrier in good time before the consumer submits his contract declaration, if the contract is concluded using exclusively means of distance communication (e.g. letter, electronic communication such as e-mail, Internet) or in electronic business transactions.

The contractual obligations only result from the Terms and Conditions available under investors.rise.eco, and, as described therein, the Token Terms available under investors.rise.eco. Please read those documents as well as the Information Memorandum available under investors.rise.eco carefully before subscribing to the Tokenized Participation Rights offered by RISE WEALTH TECHNOLOGIES GmbH. These consumer information do not replace a careful reading of the aforementioned documents.

INFORMATION ON	STATEMENTS
Identity of the issuer, register, register number	RISE WEALTH TECHNOLOGIES GmbH, registered in the Commercial Register of the Local Court Munich under the registration number HRB 196233
Loadable address, registered office, contact details	Luise-Ullrich-Strasse 4, 82031 Grünwald, Germany. Tel.: +49 89 255 421 92, email: investors@rise.eco, website: www.risewealth.com (hereinafter the " Issuer ").
Representative	RISE WEALTH TECHNOLOGIES GmbH is represented by its Managing Directors, Stefan Tittel and Michael Morsch, Luise-Ullrich-Strasse 4, 82031 Grünwald, Germany. Each managing director is entitled to represent the company as a whole and all are exempt from the restrictions of § 181 BGB (German Civil Code).
Main business activity, supervision	<p>The Issuer is a German-based software company developing and licensing software. The main focus of its activities is the development of systematic trading software using artificial intelligence ("AI") and machine learning ("ML") systems.</p> <p>The Issuer will license its software to asset managers, institutional clients and ultra-high net worth individuals for the use of their own trading purposes on the one hand and to retail investors on the other hand. Clients can license the Issuer's software for a fee, based on the assets deployed and performance (institutional clients) or a monthly subscription fee (retail clients).</p> <p>The Issuer intends to target with its trading technology the USD 79.2 trillion (Source: BCG, Global Asset Management 2018 – The Digital</p>

	<p>Metamorphosis, July 2018) global asset management industry, with Europe ranked as the second largest market globally, managing 28% of all assets. (Source: BCG, Global Asset Management 2018 – The Digital Metamorphosis, July 2018) The Issuer's primary focus for institutional clients in 2019 is expected to be on Germany and the United States.</p> <p>The Issuers' business is not subject to special admission and therefore no competent authority for the admission exists.</p>
<p>Key features of Tokenized Participation Rights</p>	<p>The tokenized participation rights ("Tokenized Participation Rights") constitute qualified subordinated obligations of the Issuer ranking, as further specified by the terms and conditions of the Tokenized Participation Rights available under investors.rise.eco (the "Token Terms") and the Information Memorandum available under investors.rise.eco ("Information Memorandum"), subordinated to all other existing and future unsubordinated obligations of the Issuer, and no payment will be made if and to the extent the Issuer, as a consequence thereof, would fall insolvent or become subject to related circumstances, all as further set out in the Token Terms.</p> <p>The Tokenized Participation Rights will participate in 20 per cent. of the quarterly EBIT of the Issuer, subject to the Token Terms.</p> <p>In the case of a shareholder exit the Tokenized Participation Rights will participate in 20 per cent. of the quarterly EBIT of the Issuer or in 20 per cent. of the quarterly revenues (<i>Umsatzerlöse</i>) of the Issuer, as follows, further subject to the Token Terms: the participation exclusively for the calendar quarter during which the shareholder exit occurs will be equal to (a) the sum of the profit participations for the 4 calendar quarters immediately preceding such calendar quarter, multiplied by 12 (twelve) or, if such amount is higher (b) the sum of 20 per cent. of the revenues (<i>Umsatzerlöse</i>) of the 4 (four) calendar quarters immediately preceding the calendar quarter in question multiplied by 5 (five).</p> <p>The Tokenized Participation Right is not embodied in a written deed, but is contractually linked with a blockchain-based token ("Token") which requires the investor to hold a ERC20-compatible wallet. Please see the Information Memorandum for more information.</p> <p>The Tokenized Participation Right may, at any time and without consent of the Issuer, be assigned to a third party by transferring the respective</p>

	Token on the Ethereum Blockchain subject to the conditions stated in the Token Terms.
Term	The Tokenized Participation Rights have a term ending on September 30, 2044 (inclusive) (" Final Maturity Date ").
Contractual termination conditions, contractual penalties	<p>The investor does not have a right to terminate for convenience. The termination for cause remains unaffected.</p> <p>Prior to the Final Maturity Date, the Issuer may only redeem the Tokenized Participation Rights in the case of a shareholder exit, as described in the Token Terms.</p> <p>A contractual penalty is not provided for.</p>
Conclusion of contract, Online Subscription Process	The Tokenized Participation Rights may be subscribed to during the Placement Subscription Period by submitting a subscription request to the Issuer as part of the Online Subscription Process which is offered exclusively on the website of the Issuer sto.rise.eco and as further described in the terms and conditions available here (" Terms and Conditions ") and the Token Terms (the " Online Subscription Process "). The management of the Issuer has full discretion in accepting or declining the subscriber's subscription offer for the Tokenized Participation Rights via e-mail sent to the subscriber (<i>Vertragsannahme</i>) as part of the Online Subscription Process.
Technical steps to concluding the contract and technical means to protect against input errors in the Online Subscription Process	<p>The investor submits its binding subscription offer (<i>Vertragsangebot</i>) by clicking the "order with obligation to pay" button after having filled-out all required information. Acceptance of the subscription offer by the Issuer (<i>Vertragsannahme</i>) takes place as part of the Online Subscription Process via e-mail by Issuer sent to investor.</p> <p>Before the investor submits a binding offer by clicking on the "order with obligation to pay" button, it can check all the data previously entered once more and correct it if necessary. Only when the investor is sure that all the information is correct should it click on the "order with obligation to pay" button. Further information is available in the Terms and Conditions.</p>
Total price including all price components and taxes paid by the Issuer	<p>The issue price is:</p> <p>USD 0.50 per Tokenized Participation Right</p>

	<p>The Placement Subscription Period begins from 15 July 2019 (5:00 p.m.) (Central European Summer Time, "CEST") to 30 September 2019 (4:59 p.m.) (CEST);</p> <p>If as the Issuer is legally obligated to deduct or withhold taxes, fees and other charges, it will (i) make such required deduction or withholding by reducing the respective payment in Ether accordingly in line with the applicable exchange rate and transferring the relevant amounts in Euro to the competent tax authorities; and (ii) pay solely the remaining amount to the Tokenholders, and will not be obliged to pay to the Tokenholders and additional amounts or compensation insofar. If the tax authorities challenge the exchange rate applied by the Issuer, the Tokenholder owes any exceeding amount. The Issuer has the right to deduct a respective amount from other payments under the Tokenized Participation Rights or require the respective amount in Euro.</p> <p>The investor, who, as a natural person, is subject to unlimited taxation in Germany and holds the tokens as a private asset generates income through the associated dividend payments. Dividend payments are taxed at 25% capital gains tax and 5.5% solidarity surcharge and, if applicable, church tax. Investors who invest through a corporation are subject to corporate income tax and trade tax for profits from participations. The examination of the individual tax situation by a tax consultant is recommended to every investor.</p>
<p>Details of payment and delivery/performance</p>	<p>The Tokenized Participation Rights are denominated in USD; a subscription can be made paying the respective subscription amount (the "Subscription Amount") by credit card payment (possible depending on the origin of the investor), or by paying the Subscription Amount in crypto currencies (Bitcoin, "BTC" or Ether, "ETH") to the corresponding wallet address of the Company. The settlement currency in which interest payments and repayments are made is Ether.</p> <p>Once the subscription is accepted in the Online Subscription Process and the payment is received, a number of RSE tokens corresponding to the payment amount will be generated and credited to the wallet of the respective investor after the end of the Placement Subscription Period. For details, please refer to the Token Terms and the Information Memorandum.</p>

<p>Any additional costs incurred</p>	<p>Investors may be required to pay usual transaction fees when transferring their Subscription Amount in a given virtual currency (BTC or ETH) to the corresponding wallet address of the Issuer or when payments by the Issuer are made to investors (e.g. transfer agent fees in the amount of USD 0.001 per Tokenized Participation Right respectively per dividend event). The exchange of crypto currencies is connected with ancillary costs for third parties such as exchange fees payable to crypto exchanges or fees for setting up and using a wallet. Such charges and costs will not be levied against the investor by the Issuer but rather by third parties. Moreover, the investor must bear its own costs for internet, postage, telephone, etc.</p>
<p>Additional costs for use of means of distance communication</p>	<p>None</p>
<p>Risk warning</p>	<p>Qualified subordinated token-based bonds are subject to special risks. Risks may arise individually or cumulatively and, in the worst case, the investor may suffer a total loss of its invested capital. Past returns are not an indicator of future returns. Once being subject to trading, the market price of the Tokenized Participation Right depends on fluctuations in the financial markets which are outside the Issuer's control. A detailed description of the risk factors can be found in the Information Memorandum in the "Risk Factors" section.</p>
<p>Period of validity of the information/offer provided</p>	<p>This information is valid until notification of changes is made. Subscription applications for the Tokenized Participation Rights may only be submitted within the period from 15 July 2019 to 30 September 2019 (the "Placement Subscription Period"). The Placement is exclusively addressed to investors who acquire Tokenized Participation Rights for a total consideration of at least EUR 100,000.00 (or equivalent) per investor in any member state of the European Economic Area, including in Germany, and will be made under the related exemption from the prospectus obligations under the German Securities Prospectus Act (<i>Wertpapierprospektgesetz</i>) and according to Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) (the "Prospectus Directive") including any relevant implementing measure in any member state and/or – as of 21 July 2019 – pursuant to Regulation (EU) 2017/1129 (the "Prospectus Regulation"), to accredited investors in the United States of America who acquire Tokenized Participation Rights for a total consideration of at least USD</p>

	50,000.00 per investor and to qualified investors who acquire Tokenized Participation Rights for a total consideration of at least USD 50,000.00 per investor from countries where such a placement is not permitted.
Applicable laws prior to the conclusion of the contract	The EU member state whose law forms the basis for the establishment of relationships with the consumer prior to conclusion of the contract is the Federal Republic of Germany.
Applicable law, place of court jurisdiction	The form and content of the Tokenized Participation Rights and all rights and obligations of the Issuer and the Creditors shall be governed in all respects by the laws of the Federal Republic of Germany. To the extent permitted by law, the registered office of the Issuer shall be the place of jurisdiction for all disputes arising out of or in connection with the Tokenized Participation Right. The Local Court Munich shall have non-exclusive jurisdiction for all actions or other proceedings ("disputes") arising in connection with the Tokenized Participation Rights.
Contractual language and language of communication	The Tokenized Participation Right Token Terms , including any supplements, shall be offered in English. The Online Subscription Process, other contractual conditions, and this Consumer Information are offered in English. Communication between the contracting parties will be offered in German and English for the entire duration of the contract.
Accessibility of the contract text	The Issuer shall save the Investor's Subscription Request completed during the Online Subscription Process. This can be requested from the Issuer at any time thereafter. The Token Terms, the Information Memorandum available under investors.rise.eco and the Terms and Conditions as well as any supplements thereto shall be <u>permanently accessible during the term.</u>
Alternative Dispute Resolution in Consumer Matters	The investor who is a consumer has the possibility of turning to a conciliation body for the settlement of disputes arising out of this contract. The competent consumer conciliation body is: Schlichtungsstelle bei der Deutschen Bundesbank, Postfach 10 06 02, 60006 Frankfurt am Main, www.bundesbank.de/schlichtungsstelle . A request to conduct a conciliation procedure shall be sent to the conciliation body in text form (e.g. letter, fax, e-mail). Further information can be found on the homepage of the Bundesbank (www.bundesbank.de). The Financial Conciliation Body Ordinance can also be viewed and downloaded there.

Guarantee funds or other compensation arrangements	There is no deposit guarantee, no guarantee fund and no other compensation arrangements.
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INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL FOR CONSUMERS:

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason by an unequivocal statement. The withdrawal period begins after receipt of this information on a durable data medium, however, not before conclusion of the contract and also not before the fulfilment of our duties to inform you according to article 246b § 2(1) in connection with article 246b § 1(1) EGBGB. To meet the withdrawal deadline, it is sufficient for you to send your statement concerning your exercise of the right of withdrawal before the withdrawal period has expired, if the statement is made on a permanent data carrier (e.g. letter, fax, e-mail). The withdrawal shall be addressed to RISE WEALTH TECHNOLOGIES GmbH, Luise-Ullrich-Str. 4, 82031 Grünwald, Germany, investors@rise.eco.

Effects of withdrawal

In case of an effective withdrawal, the services received by both parties shall be reimbursed. You are obliged to pay compensation for the value of the service provided until withdrawal, if you have been informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we will begin to perform the contract before the end of the withdrawal period. If there is an obligation to pay compensation, this may mean that you still have to fulfil the contractual payment obligations for the period until withdrawal. Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of withdrawal, for us with its receipt.

End of the Information concerning the exercise of the right of withdrawal